

## Product Disclosure Sheet

### Chubb Elite Medical Malpractice Policy for Medical Establishment

The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to [PIDM's TIPS brochure](#) or contact [Chubb Insurance Malaysia Berhad](#) or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

Dear Customer,

This Product Disclosure Sheet (PDS) is designed to provide you with some key information on your Chubb Elite Medical Malpractice Policy for Medical Establishment.

Other customers have read this PDS and found it helpful; **You should read it too.**

#### 1. What is Chubb Elite Medical Malpractice Policy for Medical Establishment?

The policy provides a customised solution to manage a spectrum of industry exposure faced by medical establishments.

#### 2. Know Your Coverage

You will receive the following **coverage**:

This policy <b>covers</b> :	This policy <b>excludes</b> :
<ul style="list-style-type: none"> <li>Civil liability claims arising from an act, error or omission in the provision of professional healthcare services;</li> <li>Legal representation costs incurred directly in connection with formal inquiries into the conduct of professional healthcare services; and</li> <li>Vicarious liability for doctors (including locums), consultants, contractors, subcontractors and agents.</li> </ul> <p>In addition, the following extensions are automatically applied unless otherwise stated:</p> <ul style="list-style-type: none"> <li>Good samaritan acts</li> <li>Unintentional defamation</li> <li>Unintentional intellectual property infringement Reasonable and necessary costs in replacing and restoring lost documents</li> <li>Automatic cover for new subsidiaries acquired or created during the period of insurance (applies to medical establishments only)</li> <li>Unlimited run-off coverage</li> <li>Emergency Defence Costs and Legal Representation Expenses</li> <li>Continuous cover if the insured has maintained professional indemnity cover continuously with us</li> <li>Advancement of defence costs and legal representation expenses</li> <li>Public Relations Expenses</li> </ul>	<ul style="list-style-type: none"> <li>Breach of Contract &amp; Assumed Liabilities &amp; Duties</li> <li>Property Damage</li> <li>Financial Failure &amp; Trading Debts</li> <li>Managerial Liability</li> <li>Obligations to Employees</li> <li>Occupier's Liability</li> <li>Pollution</li> <li>Prior Matters</li> <li>Related Persons &amp; Entities</li> <li>War &amp; Terrorism</li> <li>Products Liability</li> <li>Clinical Trials</li> <li>Intoxication</li> <li>Molestation</li> <li>Prescription of Controlled Medications</li> <li>Elective Cosmetic Surgery</li> <li>Cyber and Privacy Infringement</li> <li>Unlicensed or Unapproved Products</li> <li>Territory and Jurisdiction</li> <li>Sanctions</li> </ul>
<p>The list of coverages and exclusions in this table is <b>non-exhaustive</b>. Please read your policy for the full list of terms and conditions.</p>	
<p>By paying an <b>additional</b> premium, you can further extend the coverage to include:</p> <ul style="list-style-type: none"> <li>- Fraud &amp; Dishonesty</li> <li>- Cyber and Privacy Infringement</li> </ul>	
<p>The duration of coverage is 1 year. You need to renew your policy annually.</p>	

### 3. Know Your Obligations

For this insurance policy and any additional/optional cover requested, the exact premium sum will be determined based on various factors, including your business activity/ scope of work, Limit of Liability, total annual revenue/ contract value, control and risk management, location of risk, loss history in the past 5 years.

Please reach out to us/your servicing intermediary to obtain a quote.

#### **You also have to pay the following fees and charges:**

Stamp duty (if applicable)	RM 10.00
Commission (if applicable)	Maximum up to 25% of the premium
Other applicable charges	8% service tax

### 4. Other Key Terms

- Your duty of disclosure  
Before this policy contract is entered into, varied or renewed, you have a duty to disclose to us any matter that:  
(a) You know to be relevant to our decision on whether to accept the risk or not and the rates and terms to be applied; or  
(b) a reasonable person in the circumstances could be expected to know to be relevant.
- You must at your own expense take all reasonable steps and precautions in doing all things reasonably practicable to avoid or minimise any actual or potential loss arising from any claim.
- You should not admit liability, offer, promise or pay to claimant without our written consent.
- There is an Excess amount which you have to bear before we pay a claim. This is provided in the schedule of the policy.
- You shall give written notice to us as soon as practicable of a claim.
- The policy is subjected to sixty (60) days premium warranty, i.e. premium due must be paid and received by the Insurer within sixty (60) days from inception. Failing which, the policy is automatically cancelled, and sixty (60) days pro-rated premium shall be payable to us.

**Note:** This list is **non-exhaustive**. Please read your policy for the full list of terms and conditions.

### 5. Can I cancel my Policy?

Yes. You may cancel your policy at any time by giving a written notice to us. Upon cancellation, you are entitled to receive a pro rata refund of premium for the unexpired Period of Insurance subject to policy terms and conditions.

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If You have any questions or require assistance on Your insurance product, You can:

Call Us at: 603-2058 3000

Visit Us at: <https://www.chubb.com/my-en/contact-us/product-enquiry.html>

Email Us at: [Inquiries.MY@chubb.com](mailto:Inquiries.MY@chubb.com)